

Term Contract

Vendor No.

100110968

Contact

MARLA MITCHELL

Your reference SP-07-0003

GORDON FOOD SERVICE INC

PO Box 1787

GRAND RAPIDS MI 49501

Contract No. 4600011416

Date 08/10/2006

Contact Howard Nesmith
Telephone 501-371-6055
Fax 501-324-9311

Our ref. ST Incoterms FOB

DESTINATION

Send Invoice To:

Ship To:

AS SPECIFIED ON AGENCY'S PURCHASE ORDER

Valid from:

08/14/2006

Page

1/21

Valid to:

07/31/2008

REFERENCE TRACKING NUMBER: SP-07-0003

COMMODITY: FROZEN FOODS

CONTRACT TYPE: TERM (OUTLINE AGREEMENT)

CONTRACT PERIOD: AUGUST 14, 2006 through JULY 31, 2008

* * * ZONE THREE AWARD * * *

THIS IS A TERM CONTRACT ISSUED BY THE OFFICE OF STATE PROCUREMENT. THIS IS NOT YOUR AUTHORITY TO SHIP. A SEPARATE PURCHASE ORDER WILL BE ISSUED. THIS CONTRACT CONSTITUTES ACCEPTANCE OF YOUR BID ALONG WITH ALL TERMS AND CONDITIONS THEREIN AND SIGNIFIES THE OFFERER'S KNOWLEDGE AND ACCEPTANCE OF ALL TERMS AND CONDITIONS SET FORTH WITHIN THE INVITATION FOR BID.

VENDOR NAME: Gordon Food Service VENDOR PHONE #: 800-968-7500 VENDOR FAX # 616-717-9142

VENDOR E-MAIL ADDRESS: mmitchell@gfs.com

FEDERAL ID#: 38-3569140

F.O.B.; AS SPECIFIED BY AGENCY PURCHASE ORDER

SUMMARY REPORTS

Awarded vendors will be required to issue a summary report on purchases made by item number, brand, zone, pack/size, quantity, and agencies. This report must be sent to the Office of State Procurement by November 1, 2007 to cover orders placed during the first 12 months of this contract.

GENERAL CONDITIONS AND INSTRUCTIONS TO VENDOR:

All purchasing rules and regulations defined by the State of Arkansas apply to this document.



8/11/06 Date





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A second report, covering orders for the second period of this contract, will be required by November 1, 2008, after contract expiration. Both reports should be sent to the attention of Howard Nesmith, Buyer.

MANDATORY USAGE

This contract is mandatory for the agencies listed in this document and it shall be up to the successful contractors to extend cooperative participation to other state agencies not listed.

QUANTITIES:

Quantities represented herein are estimates only for one (1) year and should not be construed as maximum or minimum requirements. Quantities are accurate to the best of our ability, but do not represent a minimum or maximum requirement. User agency population fluctuations may effect the total requirements for each line item.

SPECIFICATIONS:

Agency receiving personnel shall check all products when delivered and notify the Office of State Procurement, Attn: Howard Nesmith, Buyer if they do not conform to specifications. Arrangements may be made for a State or Federal Inspector to examine the product to verify nonconformance.

Drain weights, minimum weights for the items listed shall conform to those specified in the applicable current federal standard for grade for the product.

PRIVATE LABEL PRODUCTS WILL NOT BE ACCEPTED WHEN SPECIFIC BRANDS HAVE BEEN REQUESTED. PACKER BRAND IS NOT ACCEPTABLE AS SPECIFYING BRAND NAME.

No distressed or salvaged food will be accepted.

All products delivered shall be from the latest season's pack. All products will be delivered in first-class condition. No damaged cans or bags will be accepted. Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

SHELF LIFE OF FOOD:

All products shall be from the latest season's pack and have a packaging date no longer than 9 months before the actual delivery date to any state agency. Frozen products at no time shall have exceeded USDA guidelines for temperature, packaging, storage and transportation.

All items must have a 90-day shelf life from the time of delivery where applicable.

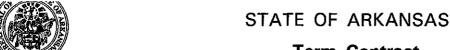
AUTHORIZATION FOR SHIPMENT:

Purchase order from the using agency will authorize shipment. Orders from the agency shall be placed with the vendor seven (7) days prior to the specified delivery date.

PACKAGING/TRANSPORTING:

Products delivered shall be processed and packed in accordance with good commercial practice and shall conform to all applicable standards promulgated under the Federal Food, Drug and Cosmetic Act in effect

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at time of shipment.

Shipping cases shall be plainly marked on one end describing name and brand of product, quantity and weight of cartons.

DELIVERY:

DELIVERY IS F.O.B. DESTINATION PREPAID FREIGHT - INSIDE DELIVERY WITH SEVEN (7) CALENDAR DAYS AFTER RECEIPT OF PURCHASE ORDER OR AS SPECIFIED ON AGENCY PURCHASE ORDER TO VARIOUS FOB POINTS AS LISTED IN BID.

All transportation expenses will be the responsibility of the contractor.

DELIVERY REQUIREMENTS:

The contractor shall deliver products in accordance with the contracted delivery times stated herein to the state agency upon receipt of an authorized order. Delivery shall include unloading shipments at the state agency's dock or other designated unloading site as requested by the state agency.

Some agency's have special limitations as to truck size, delivery dock and material handling capabilities that must be adhered to. Such special instructions will be indicated on the agency's purchase order. Actual examples of limitations include but are not limited to: Southeast Arkansas Community Corrections, Pine Bluff, AR has no delivery dock; Omega Center, Malvern, AR can not accept trucks larger than 48 foot; Arkansas School for the Blind, Little Rock, AR has no delivery dock, inside delivery location below ground level with very limited usage of elevator.

"Working days" shall be defined as Monday thru Friday of each week exclusive of all official State holidays.

All deliveries must be coordinated with the state agency. Vendors unable to make scheduled deliveries for any reason shall notify recipient agency in advance (preferably 24 hours, if possible) of delivery schedule problems.

All purchase orders received on the last day of the contract must be shipped at the contract price.

Any item listed herein that is not delivered in a timely manner or when delivered does not conform to the requirements of the purchase order, may be purchased on the open market by the using agency. The contract vendor may be charged for any product cost incurred by the state that is in excess of the contracted price.

Damaged packages, i.e., torn, crushed or otherwise exposed to the elements or damaged in a manner so as to lose eye appeal will be refused. Contractor will be responsible for replacement of any item so refused.

REIMBURSEMENT FOR DAMAGED (UNUSABLE) PRODUCTS:

All returns, such as dented cans, broken cases or unusable product shall be picked up by the vendor within thirty days. After thirty days the agency may discard product. If replacement or credit is not made within thirty (30) days the credit will be deducted from the vendor's unpaid invoice.

PRICE ESCALATION:

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For the initial contract all prices quoted shall be firm through November 30, 2006.

As an alternative to the provisions in Item #4 "PRICES" of the RFQ/RFP Standard Terms and Conditions, an opportunity for item(s) price escalation will be allowed during the term of contract.

It should be noted that item(s) price decrease will be expected and accepted at any time during the contract period.

During the term of this contract the opportunity for item(s) price increases will be made available once every 4 months. The vendor must submit a written request for price increases during the time frame as outlined below for their effectiveness date to the Office of State Procurement, Attn: Howard Nesmith, Buyer.

For price changes effective December 1, 2006 through March 31, 2007 requests must be submitted between November 1, 2006 through November 15, 2006.

For price changes effective April 1, 2007 through July 31, 2007 requests must be submitted between March 1, 2007 through March 15, 2007.

For price changes effective August 1, 2007 through November 30, 2007 requests must be submitted between July 1, 2007 through July 15, 2007.

For price changes effective December 1, 2007 through March 31, 2008 requests must be submitted between November 1, 2007 through November 15, 2007.

For price changes effective April 1, 2008 through July 31, 2008 requests must be submitted between March 1, 2008 through March 15, 2008.

Written price increase requests shall be supported by documentary evidence, including manufacturer/broker discounts and charge backs to justify the increase. National commodity pricing and futures provided by independent and industry accepted market report can also be used when documentation includes the bid opening date as a base period. Price increases will be limited to the actual dollar increase per case incurred by the awarded contractor from their supplier or manufacturer. Invoices including manufacturer/broker rebates, discounts and charge backs, both prior and current to date of request, must be submitted to support your price adjustment request.

In the event of a State or National Emergency, Natural Disaster, Weather Phenomenon, State or Federal Executive Order price increase requests will be considered.

Note: Vendors shall not delay or stop deliveries pending price changes. Price changes will be effective on items with an order date after the effectiveness date. The order date is the date of the State issued purchase order to the vendor. Items that have an order date prior to the newest effectiveness date will be invoiced at the current effective price on the date of the purchase order regardless of when delivery is accepted.

The State reserves the right to reject any price adjustment request within 30 days of the request. No further requests for item price increase adjustment shall be considered. If the price change is not

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acceptable due to any reason, price will then be negotiated with the Office of State Procurement.

Should the Office of State Procurement refuse to grant a price escalation the Vendor may withdraw a line item bid if the continuance of providing such item is detrimental to the company's operations. In the event a line item is withdrawn, it will remain withdrawn for the full term of this contract. In the event an item being withdrawn is part of an "All or None" grouping the entire grouping may be withdrawn from the requesting Vendor. The Office of State Procurement reserves the right to determine if allowing the Vendor to continue supplying the remaining "All or None" grouping is in the best interest of the State.

THE AGENCIES ARE AS FOLLOWS:

ZONE 3 Human Development Center 4701 Colony Drive Jonesboro, AR 72401

Northeast Arkansas Community Correction Center 1351 Cyro Road Osceola, AR 72370

Item	Material/Description	Target Qtyl	JM	Unit Price	Amount	
0010	10125359 Omelets, frozen, Cheddar Cheese Omelets, frozen, Cheddar Cheese, 65/3.5 oz, GFS	158	Case	27.76	\$ 4,386.08	
0020	10125360 Omelets, frozen Omelets, frozen, Western, Ham or Sausage, 56/4.3 oz, Papetti's	158	Case	34.77	\$ 5,493.66	
0030	10125361 Pancakes, 144 Pancakes, 144/1.2 oz, Mrs Butterworth	1	Case	10.40	\$ 10.40	
0040	10125361 Pancakes, 144 Pancakes, 144/1.2 oz, Echo Lake	72	Case	8.83	\$ 635.76	
0050	10125362 Toast, French, cooked and breaded Toast, French, cooked and breaded, deep dipped in egg batter, 180 count, Aunt Jemima	1	Case	12.07	\$ 12.07	



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Item	Material/Description 10125363 Toast, French, Plain, Ready to Cook Toast, French, Plain, Ready to Cook, 144/1.5 oz, Aunt Jemima	Target QtyUM		Unit Price	Amount	
0060		16	Case	19.58	\$ 313.28	
0070	10125364 Waffles, frozen, plain, 96 Waffles, frozen, plain, 144/.80 oz, Aunt Jemima	20	Case	8.95	\$ 179.00	
0800	10125365 Waffles, Round, PLAIN, 120 Waffles, Round, PLAIN, 120/1.3 oz, Eggo	1	Case	15.26	\$ 15.26	
0090	10125366 Biscuits, Jumbo Buttermilk, full baked Biscuits, frozen, 10-24 ct/1 oz, Awrey	1	Case	20.95	\$ 20.95	
0100	10125367 Biscuits, Jumbo Buttermilk, full baked Biscuits, Jumbo Buttermilk, full baked, frozen. 120/2.25 oz, Pillsbury	1	Case	20.52	\$ 20.52	
0110	10125368 Biscuits, pre-baked, layers, frozen Biscults, pre-baked, layers, frozen, 120 ct, Bakery Chef	60	Case	20.29	\$ 1,217.40	
0120	10125369 Biscuits, Old Fashion Biscuits, Old Fashion baking powder biscuit, frozen dough product, Redi-Bake, 216/2.5 oz, Rich's	1	Case	30.15	\$ 30.15	
0130	10125370 Croissants, Sliced Sandwich Croissants, Sliced Sandwich, frozen, 64/2.5 oz, GFS	1	Case	24.74	\$ 24.74	
0140	10125371 Peaches Peaches, U.S. Grade A Fancy-5-1 Sugar, 20 lbs, GFS	1	Case	19.40	\$ 19.40	
0150	10125372 Strawberries-Sugar Strawberries, 4-1 Sugar, 6/6.5 lbs, GFS	100	Case	37.23	\$ 3,723.00	

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ltem	Material/Description	Target Qty	Target QtyUM		Amount	
0160	10125373 Strawberries-Unsweetened Strawberries, IQF, Unsweetened, 1 lb, GFS (Packaged in 4/5 lbs Bags)	Strawberries-Unsweetened Strawberries, IQF, Unsweetened, 1 lb, GFS (Packaged in 4/5 lbs	1	Case	23.60	\$ 23.60
0170	10125374 Strawberries, sliced Strawberries, sliced, 4-1 Sugar, 30 lbs, GFS	1	Case	28.50	\$ 28.50	
0180	10125375 Broccoli, Spears only Broccoli, Spears only, frozen, US Grade A, 12/2 lbs, GFS	1,225	Case	16.80	\$ 20,580.00	
0190	10125376 Broccoli & Cauliflower Mix Broccoli & Cauliflower Mix, frozen, US Grade A, 30 lbs, GFS	1,200	Case	21.00	\$ 25,200.00	
0200	10125377 Broccoli, Chopped Broccoli, Chopped, US Grade A Fancy, 12/2.5 lbs, GFS	1,200	Case	21.60	\$ 25,920.00	
0210	10125378 Broccoli, Cut Broccoli, Cut, US Grade A Fancy, 12/2.5 lbs, GFS	1	Case	21.60	\$ 21.60	
0220	10125379 Brussel Sprout, frozen Brussel Sprout, frozen, US Grade A Fancy, 12/2 lbs, GFS	7,000	Case	21.12	\$ 147,840.00	
0230	10125380 Carrots, Sliced Carrots, Sliced, frozen, US Grade A, 12/2 lbs, GFS	1	Case	12.96	\$ 12.96	
0240	10125381 Cauliflower, frozen Cauliflower, frozen, US Grade A Fancy, 12/2 lbs, GFS	1,000	Case	19.44	\$ 19,440.00	
0250	10125382 Collard Greens, frozen Collard Greens, frozen, USGrade A, 12/3 lbs, GFS	1	Case	20.88	\$ 20.88	



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Item	Material/Description 10125383 Corn on Cob, frozen Corn on Cob, frozen, US Grade A, 96/3", GFS	Target QtyUM		Unit Price	Amount	
0260		Corn on Cob, frozen	100	Case	14.27	\$ 1,427.00
0270	10125384 Corn, Cream Style, frozen Corn, Cream Style, frozen, US Grade A, 6/4 lbs, GFS or Birds Eye	1	Case	23.52	\$ 23.52	
0280	10125385 Corn, Yellow, Whole Kernel, frozen Corn, Yellow, Whole Kernal, frozen, US Grade A Fancy, 12/2.5 lbs, GFS	1	Case	18.90	\$ 18.90	
0290	10125386 Limas Large, all green Limas Large, all green, U.S. Grade A Fancy, 12/2.5 lbs, GFS	1	Case	34.50	\$ 34.50	
0300	10125387 Lima Beans, Baby Lima Beans, Baby all green U.S. Grade A Fancy, 12/2.5 lbs, GFS	1	Case	26.40	\$ 26.40	
0310	10125388 Mustard Greens Mustard Greens, US Grade A, 12/3 lbs, GFS	1	Case	20.88	\$ 20.88	
0320	10125389 Okra, cut Okra cut, Grade A, 12/2 lbs, GFS	600	Case	16.32	\$ 9,792.00	
0330	10125390 Okra, whole Okra whole US Grade A, 20 lbs, Springtime	1	Case	14.40	\$ 14.40	
0340	10125391 Peas & Carrots Peas & Carrots US Grade A, 12/2.5 lbs, GFS	1	Case	19.20	\$ 19.20	
0350	10125392 Peas, English Peas, English, US Grade A, 12/2.5 lbs, GFS	1	Case	19.50	\$ 19.50	



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Item	Material/Description 10125393 Spinach, chopped Spinach, chopped US Grade A, 12/3 lbs, GFS	Target QtyUM		Unit Price	Amount	
0360		1	Case	20.52	\$ 20.52	
0370	10125394 Spinach, whole leaf Spinach, whole leaf Grade A Fancy, 12/3 lbs, GFS	1	Case	20.52	\$ 20.52	
0380	10125395 Squash, yellow summer, sliced Squash, yellow summer, sliced US Grade A, 12/2 lbs, GFS	1,400	Case	18.00	\$ 25,200.00	
0390	10125396 Squash, Zucchini, sliced Squash, Zucchini, sliced US Grade A, 12/2 lbs, GFS	220	Case	17.76	\$ 3,907.20	
0400	10125397 Turnip Greens, Chopped, Fancy Turnip Greens, Chopped, Fancy, 12/3 lbs, GFS	1	Case	20.88	\$ 20.88	
0410	10125398 Turnip Greens w/roots sliced Turnip Greens w/roots sliced US Grade A, 12/3 lbs, Springtime	1	Case	20.88	\$ 20.88	
0420	10125399 Vegetables, mixed Vegetables, mixed US Grade A, 12/2.5 lbs, GFS	1	Case	19.80	\$ 19.80	
0430	10125400 Vegetables, Oriental Vegetables, Oriental for Stir fry w/green beans, broccoli, mushroom & onion. US Grade A, 30 lbs, GFS	1,116	Case	27.00	\$ 30,132.00	
0440	10125401 Vegetables, Italian Mix Vegetables, Italian Mix plus onions & mushrooms, US GRADE A, 30 lbs, GFS	550	Case	23.70	\$ 13,035.00	
0450	10125402 Okra, breaded Okra, breaded US Grade A, 20 lbs, Southern Farm	1,200	Case	14.60	\$ 17,520.00	

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Item	Material/Description 10125403 Squash, Yellow, sliced, Squash, Yellow, sliced, breaded, 20 lbs, GFS or Birds Eye	Target QtyUM		Unit Price	Amount
0460		1,391	Case	15.80	\$ 21,977.80
0470	10125404 Squash, Zucchini Squash, Zucchini, Breaded, 6/2 lbs, McCain	1	Case	20.76	\$ 20.76
0480	10125405 Onion Rings, Batter Dipped Onion Rings, Batter Dipped, bulk, Homestyle, 6/2.5 lbs, McCain	400	Case	18.30	\$ 7,320.00
0490	10125406 Onion Rings, Breaded Onion Rings, Breaded, 10 lbs, Chill Ripe	1	Case	9.10	\$ 9.10
0500	10125407 Potatoes, Crinkle cut Potatoes, Crinkle cut, 6/5 lbs, (Oven Ready Only), McCain	1,200	Cașe	13.80	\$ 16,560.00
0510	10125408 Potatoes, Crispy Q's Potatoes, Crispy Q's, premium skin-on russets, crispy coated in mild seasonings and natural spices, poly-lined bags 4/5 lbs, Lamb Weston	1	Case	20.40	\$ 20.40
0520	10125409 Potatoes, formed Potatoes, formed cylindrical shape, 6/5 lbs, pre-cooked, GFS	1,000	Case	15.30	\$ 15,300.00
0530	10125410 Potatoes, FF Wedge Potatoes, FF Wedge, Jala 10 cut, 6/5 lbs, Ore Ida	1	Case	15.90	\$ 15.90
0540	10125411 Potatoes, FF Wedge, sour Potatoes, FF Wedge, sour cream & chive, 6/5 lbs, Simplot	1	Case	18.90	\$ 18.90
0550	10125412 Potatoes, French Fries Potatoes, French Fries, Grade A Fancy, 6/5 lbs, Rapid Russet	1,000	Case	12.60	\$ 12,600.00



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ltem	Material/Description 10125413 Potatoes, French Fries, Shoestring Potatoes, French Fries, Shoestring, 6/4.5 lbs, Kitchen Essentials	Target Qty	Target QtyUM		Amount	
0560		1,200	Case	12.42	\$ 14,904.00	
0570	10125414 Potatoes, Hash Brown Potatoes, Hash Brown, 96/3 oz, GFS	200	Case	10.08	\$ 2,016.00	
0580	10125415 Potatoes, Hash Brown, Diced Potatoes, Hash Brown, Diced, 6/6 lbs, Private Reserve	500	Case	20.16	\$ 10,080.00	
0590	10125416 Potatoes, Hash Brown, Chunks Potatoes, Hash Brown, Chunks - No Peel, 6/5 lbs, GFS	50	Case	16.67	\$ 833.50	
0600	10125417 Potatoes, Tater Roundabouts Potatoes, Tater Roundabouts, 1 1/8" disc, 3/8" thick, 6/5 lbs, Lamb Weston	1	Case	15.90	\$ 15.90	
0610	10125418 Potatoes, Steak Fries Potatoes, Steak Fries, 6/5 lbs, Kitchen Essentials	200	Case	12.90	\$ 2,580.00	
0620	10125419 Potatoes, Formed, Triangular Potatoes, Formed, Triangular patties, shredded, 6/5 lbs, GFS	1	Case	15.90	\$ 15.90	
0630	10125420 Potato Wedges, oven Potato Wedges, oven brown skin on, 6/5 lbs, GFS	1	Case	15.66	\$ 15.66	
0640	10125421 Corn Nuggets Corn Nuggets, 6/2 lbs, McCain	1	Case	12.62	\$ 12.62	
0650	10125422 Vegetable Sticks, pre-baked Vegetable Sticks, pre-baked, blend of corn, carrots, onions, green beans, 6/2 lbs, GFS or Bird's Eye	1	Case	14.76	\$ 14.76	



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0660	10125423 Corn Dogs, Beef & Pork, pre-cooked Corn Dogs, Beef & Pork, pre-cooked, frozen, 60/2.67 oz, GFS	390	Case	15.65	\$ 6,103.50
0670	10125424 Beef, Pattie, Flamebroiled, frozen Beef, Pattie, Flamebroiled, frozen, No TVP, 81/3.1 oz, GFS	1	Case	39.71	\$ 39.71
0680	10125425 Beef, Patties, Chuckwagon style Beef, Patties, Chuckwagon style, pre-cooked, lightly breaded, 40/4 oz, GFS	300	Case	15.91	\$ 4,773.00
0690	10125426 Beef Fingers, pre-cooked, deep fried Beef Fingers, pre-cooked, deep fried, tenderized beef, frozen, 240/1 Oz, All Beef, No TVP added, Zartic	430	Case	23.55	\$ 10,126.50
0700	10125427 Fritters, Breaded, Beef, pre-cooked Fritters, Breaded, Beef, pre-cooked, No TVP, 24/8 oz, GFS	1,200	Case	38.40	\$ 46,080.00
0710	10125428 Meatballs, pre-cooked Meatballs, pre-cooked, 2-5 lbs/1 oz, GFS	400	Case	17.30	\$ 6,920.00
0720	10125429 Steaks, Beef Peppered Steaks, Beef Peppered, 53/3 oz, Travis	1	Case	25.52	\$ 25.52
0730	10125430 Cabbage Roll. Stuffed Cabbage Roll. Stuffed with ground beef/tomato sauce. Frozen, 4/5 lbs, GFS	1	Case	43.20	\$ 43.20
0740	10125431 Peppers, Stuffed Peppers, Stuffed Green w/beef & sauce, vacuum packed, 4/5 lbs, GFS	1	Case	40.00	\$ 40.00
0750	10125438 Pot Pies, Chicken & Turkey	1	Case	14.35	\$ 14.35

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	Pot Pies, meat and vegetables in gravy, in pastry crust, Chicken & Turkey, 24/8 oz, Banquet				
0760	10125439 Pot Pies, Beef Pot Pies, meat and vegetables in gravy, in pastry crust, Beef, 24/7 oz, Banquet	1	Case	15.43	\$ 15.43
0770	10125440 Steak, Chicken Fried, Battered Steak, Chicken Fried, Battered, Raw Home-style, 4 oz, 10 lbs case, GFS	1	Case	17.35	\$ 17.35
0780	10125441 Steak, Chicken Fried, Battered, Raw Steak, Chicken Fried, Battered, Raw Home-style, 24/8 oz, 10 lbs case, GFS	1	Case	38.02	\$ 38.02
0790	10125442 Steak, Chicken Fried, Battered Steak, Chicken Fried, Battered, Raw So. Style Seas., 48/4 oz, GFS	1	Case	38.02	\$ 38.02
0800	10125443 Steak, Chicken Fried, Battered, Cooked Steak, Chicken Fried, Battered, Fully Cooked. Style Seas., 48/4 oz, GFS	216	Case	22.18	\$ 4,790.88
0810	10125442 Steak, Chicken Fried, Battered Steak, Chicken Fried, Battered, Raw So. Style Seas., 48/4 oz, GFS	1	Case	38.02	\$ 38.02
0820	10125444 Steak, Salisbury w/gravy Steak, Salisbury w/gravy, 48/6.5 oz, GFS	1,200	Case	44.60	\$ 53,520.00
0830	10125445 Veal, Breaded, Parmesan Veal, Breaded, Parmesan Patties, 36/4.5 oz, GFS	15	Case	19.24	\$ 288.60
0840	10125446 Veal Cutlets Veal Cutlets, breaded pre-cooked, 40/4 oz, GFS	1	Case	16.10	\$ 16.10

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Item	Material/Description 10125447 Pork Fritters, Raw Pork Fritters, Raw, Breaded, 40/4 oz, GFS	Target Qtyl	Target QtyUM		Amount
0850		1	Case	15.59	\$ 15.59
0860	10125448 Pork patty, McRib Style Pork patty, McRib Style, shaped like a rib, barbeque style, natural smoke flavor, Pre-Cooked, 60/3.2 oz, Pierre	300	Case	47.04	\$ 14,112.00
0870	10125449 Burrito, Beef & Bean Burrito, Beef & Bean, 72/4 oz, Butcher Boy	3,000	Case	30.78	\$ 92,340.00
0880	10125453 Chicken Breast, boneless Chicken Breast, boneless, skinless, 100% whole white meat, not formed, natural breaded, buttermilk style pre-cooked, frozen, 10.5 lbs case, 3.5 oz, Pierce	1	Case	41.69	\$ 41.69
0890	10125454 Chicken Breast, boneless, skinless Chicken Breast, boneless, skinless, 100% whole white meat, not formed, natural breaded, buttermilk style pre-cooked, frozen, 2/5 lbs, Tyson	1	Case	23.60	\$ 23.60
0900	10125455 Chicken Breast Fillet Chicken Breast Fillet, 100% whole white meat, not formed, natural breaded & browned, 56/3 oz, Tyson	1,900	Case	33.50	\$ 63,650.00
0910	10125456 Chicken, Diced Chicken, Diced, fully cooked, frozen, 60% white, 40% dark USDA Inspected, 10 lbs, GFS	800	Case	20.90	\$ 16,720.00
0920	10125457 Chicken, Fried, cooked Chicken, Fried, fully cooked, frozen, 68% meat, 18% breading, 7 oz, 10 lbs case, GFS	1	Case	28.30	\$ 28.30
0930	10125458 Chicken & Dumpling	500	Case	42.40	\$ 21,200.00

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Item	Material/Description	Target Qtyl	Target QtyUM		Amount
	Chicken Ala King, 4/5 lbs, GFS				
0940	10125458 Chicken & Dumpling Chicken & Dumpling in Boil Bag, 4/8 lbs, GFS	1	Case	55.05	\$ 55.05
0950	10125461 Turkey Breast, Oven Roasted Turkey Breast, Oven Roasted, SKIN ON NATURAL SHAPE, whole breast w/1/2 breast under. Should contain no trimmings or ground, chopped and comminuted meat. Shall contain no extenders or binders. Skin shall be 10% or less by weight, and packed 2 per master case. PRESSED ROLLS NOT ACCEPTABLE, 16 lbs case, Brickmans	100	Case	47.36	\$ 4,736.00
0960	10125462 Turkey Breast, fully cooked Turkey Breast, fully cooked, SMOKED, PRESSED ROLLS WILL NOT BE ACCEPTED, 19 lbs case, GFS	660	Case	31.73	\$ 20,941.80
0970	10125463 Turkey, Diced Turkey, Diced or pulled meat, fully cooked, 60% white, 40% dark, 4/5 lbs case, Perdue	1	Case	32.40	\$ 32.40
0980	10125464 Turkey Ham, fully Turkey Ham, fully cooked, round shaped, hickory smoked, approximately 15-17" in length, DIAMETER - 5-7". Shall contain no trimmings, extenders or binders. PRESSED ROLLS WILL NOT BE ACCEPTED, 13 lbs case, Perdue	1,800	Case	21.84	\$ 39,312.00
0990	10125464 Turkey Ham, fully Turkey Ham, fully cooked, round shaped, hickory smoked, approximately 15-17" in length, DIAMETER - 5-7". Shall contain no trimmings, extenders or binders. PRESSED ROLLS WILL NOT BE ACCEPTED, 13 lbs case, Perdue	1	Case	21.84	\$ 21.84
1000	10125465 Fish, Catfish Fillets Fish, Catfish Fillets, pond raised, boneless, unbreaded, individually quick frozen, US Grade A, 3 - 5 oz, 15 lbs case, GFS	1	Case	50.10	\$ 50.10

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ltem	Material/Description 10125465 Fish, Catfish Fillets Fish, Catfish Fillets, pond raised, boneless, unbreaded, individually quick frozen, US Grade A, 3 - 5 oz, 15 lbs case, GFS	Target QtyUM		Unit Price	Amount	
1010		1,200	Case	50.10	\$ 60,120.00	
1020	10125466 Fish, Tilapia Fish, Tilapia Fillets, boneless, unbreaded, individually quick frozen, 5 - 7 oz, 10 lbs case, Regal Springs	1	Case	31.60	\$ 31.60	
1030	10125467 Fish, Cod Fish, Cod Krispies, breaded, pre-cooked, wedge shaped, frozen, US Grade A, 3 oz, 10 lbs case, GFS	1	Case	23.00	\$ 23.00	
1040	10125468 Fish, Cod Squares Fish, Cod Squares, pre-cooked, breaded, US Grade A, 4 oz, 10 lbs case, GFS	800	Case	27.70	\$ 22,160.00	
1050	10125469 Fish, Haddock Fish, Haddock, Squares, whole steaks breaded, precooked, US Grade A, 40/4 oz, Piccadilly	600	Case	46.40	\$ 27,840.00	
1060	10125470 Fish, Steaks Fish, Steaks, Haddock or Cod, US Grade A Whole, precooked, breaded, 40/4 oz, Piccadilly	1	Case	46.40	\$ 46.40	
1070	10125471 Shrimp, popcorn Shrimp, popcorn, breaded, pre-cooked, 4/2.5 lbs, Kitchen Essentials	1	Case	24.10	\$ 24.10	
1080	10125472 Shrimp, breaded Shrimp, breaded, (41/50), 4/3 lbs, Kitched Essentials	1	Case	35.16	\$ 35.16	
1090	10125473 SHRIMP BUTTERFLY Shrimp, Butterfly, Cleaned, W/Tail, Breaded, (21/25), 4/3 lbs, GFS	1	Case	61.20	\$ 61.20	

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1100	Material/Description 10125474 Brownies, frozen Brownies, frozen, 4/cs 12" x 16", Sara Lee	Target QtyUM		Unit Price	Amount
		1	Case	28.82	\$ 28.82
1110	10125481 Cakes, Birthday Cakes, Birthday, Individual, frozen, 80/1.75 oz, GFS	1	Case	25.13	\$ 25.13
1120	10125485 Cookies, Chocolate Chip Cookies, Chocolate Chip, frozen, unbaked, 240/1.6 oz, Kitchen Essentials	30	Case	32.59	\$ 977.70
1130	10125486 Cookies, Peanut Butter Cookies, Peanut Butter, frozen, unbaked, 240/1.6 oz, Kitchen Essentials	30	Case	35.61	\$ 1,068.30
1140	10125487 Cookies, Raisin Oatmeal Cookies, Raisin Oatmeal, frozen, unbaked, 240/1.6 oz, Kitchen Essentials	40	Case	33.85	\$ 1,354.00
1150	10125488 Cookies, Sugar Cookies, Sugar, frozen, unbaked, 480/1 oz, Kitchen Essentials	40	Case	35.04	\$ 1,401.60
1160	10125493 Danish, Jelly Roll Danish, Jelly Roll, Individual wrapped, frozen, 54/2.5 oz, GFS	1	Case	21.88	\$ 21.88
1170	10125494 Dough, Cinnamon Dough, Cinnamon Sweet Roll, frozen, 120/2.25 oz, Rich's	52	Case	19.63	\$ 1,020.76 _
1180	10125496 Doughnuts, Fortified Doughnuts, Fortified, Cake type, Fortified with minerals, vitamins and protein (must contain 5 grams protein per serving) Regular style, Individual wrapped, frozen, 80/2.2 oz, Super Bakery	44	Case	18.03	\$ 793.32

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1190	Material/Description 10125497 Doughnuts Doughnuts, Tray packed, glazed, frozen, Not individual wrapped, 801/2.52 oz, Super Bakery	Target QtyUM		Unit Price	Amount	
		20	Case	16.45	\$ 329.00	
1200	10125499 Muffins, Blueberry Muffins, Blueberry, pre-baked, 80/1.8 oz, GFS	100	Case	17.08	\$ 1,708.00	
1210	10125500 Muffins, Bran Muffins, Bran, pre-baked, 4/24 ct 2 1/8 oz, Sara Lee	100	Case	29.74	\$ 2,974.00	
1220	10125501 Muffins, Cranberry nut Muffins, Cranberry nut, pre-cooked, 3/24 ct, 1.5 oz, Awrey	100	Case	17.97	\$ 1,797.00	
1230	10125504 Pie Shells Pie Shells, single 9" pie crusts, 6/3 ct, GFS	10	Case	11.96	\$ 119.60	
1240	10125505 Tart Shells Tart Shells, 72 - 3 inch, Keebler	1	Case	16.42	\$ 16.42	
1250	10125519 Topping, Whipped QT Topping, Whipped, 12/1 qt, Rich's	10	Case	33.01	\$ 330.10	
1260	10125520 Topping, Whipped OZ Topping, Whipped, Plastic Bags, 12/16 oz, Rich's	1	Case	28.15	\$ 28.15	
1270	10125521 Turnover, Apple Turnover, Apple, Cutie Pie, 80/3 oz, Home Run	1	Case	20.16	\$ 20.16	
1280	10125528 Hushpuppies, Nanas Hushpuppies, Nanas, 6/2 lbs, Moores	100	Case	12.96	\$ 1,296.00	



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MARLA MITCHELL

Tortillas, Corn Meal, Shells, 6", 6/120 count, GFS

Your reference SP-07-0003

Contract No. 4600011416 Date 08/10/2006

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1290	Material/Description	Target QtyUM		Unit Price	Amount
	10125529 Tortillas, Flour Tortillas, Flour, pre-baked, FLAT, 6.5", 12/24 count, Mexicanorig	62	Case	15.29	\$ 947.98
1300	10125530 Tortillas, Corn Meal	1	Case	15.55	\$ 15.55

OUTLINE AGREEMENT AWARD TERMS AND CONDITIONS

- 1. GENERAL: All terms and conditions stated in the invitation for bid govern this contract.
- 2. PRICES: Prices are firm and not subject to escalation, unless otherwise specified in the invitation for bid.
- 3. DISCOUNTS: All cash discounts offered will be taken if earned.
- 4. TAXES: Most state agencies must pay state sales tax. Before billing, the contractor should contact the ordering agency to find out if that agency must pay sales tax. Itemize state sales tax when applicable on invoices.
- 5. BRAND NAME REFERENCES: The contractor guarantees that the commodity delivered is the same as specified in the bid.
- 6. GUARANTY: All items delivered are to be newly manufactured, in first- class condition, latest model and design, including, where applicable, containers suitable for shipment and storage unless otherwise indicated in the bid invitation. The contractor guarantees that everything furnished hereunder will be free from defects in design, workmanship, and material; that if sold by drawing, sample or specification, it will conform thereto and will serve the function for which furnished. The contractor further guarantees that if the items furnished hereunder are to be installed by the contractor, such items will function properly when installed. The contractor also guarantees that all applicable laws have been complied with relating to construction, packaging, labeling, and registration. The contractor's obligations under this paragraph shall survive for a period of one year from the date of delivery, unless otherwise specified in the invitation for bid.
- 7. AWARD: This contract award does not authorize shipment. Shipment against this contract is authorized by the receipt of a purchase order from the ordering agency. A written purchase order mailed or otherwise furnished to the contractor results in a binding obligation without further action by either party.
- 8. DELIVERY: The term of the contract is shown on the face of the contract award. The contractor is required to supply the state's needs during this term. The number of days required to place the commodity in the receiving agency's designated location under normal conditions is also shown.

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Consistent failure to meet delivery without a valid reason may cause removal from the bidders' list or suspension of eligibility for award.

- 9. BACK ORDERS OR DELAY IN DELIVERY: Back orders or failure to deliver within the time required may be default of the contract. The contractor must give written notice to the Office of State Procurement and ordering agency of the reason and the expected delivery date. If the reason is not acceptable, the contractor is in default. The Office of State Procurement has the right to extend delivery if reasons appear valid. If the date is not acceptable, the agency may buy elsewhere.
- 10.DELIVERY REQUIREMENTS: No substitutions or cancellations are permitted without written approval of the Office of State Procurement. Delivery shall be made during agency work hours only, 8:00 a.m. to 4:30 p.m., unless prior approval for other delivery has been obtained from the agency. Packing memoranda shall be enclosed with each shipment.
- 11.STORAGE: The ordering agency is responsible for storage if the contractor delivers within the time required and the agency cannot accept delivery.
- 12.DEFAULT: All commodities furnished will be subject to inspection and acceptance of the ordering agency after delivery. Default in promised delivery or failure to meet specifications authorizes the Office of State Procurement to cancel this contract or any portion of same and reasonably purchase commodities elsewhere and charge full increase, if any, in cost and handling to the defaulting contractor.
- 13.VARIATION IN QUANTITY: The state assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.
- 14.INVOICING: The contractor shall submit an original and two copies of an itemized invoice showing the bid number and purchase request number when itemized in the invitation for bid. Invoices must be sent to "Invoice to" point shown on the purchase order.
- 15.STATE PROPERTY: Any specifications, drawing, technical information, dies, cuts, negatives, positives, data or any other commodity furnished to the contractor hereunder or in contemplation hereof or developed by the contractor for the use hereunder shall remain property of the state, be kept confidential, be used only as expressly authorized, and be returned at the contractor's expense to the F.O.B. point, properly identifying what is being returned.
- 16.ASSIGNMENT: This contract is not assignable nor the duties hereunder delegable by either party without the written consent of the other party to the contract.
- 17.OTHER REMEDIES: In addition to the remedies outlined herein, the contractor and the state have the right to pursue any other remedy permitted by law or in equity.
- 18.LACK OF FUNDS: The state may cancel this contract to the extent funds are no longer legally available for expenditures under this contract. Any delivered but unpaid for goods will be returned in normal condition to the contractor by the state. If the state is unable to return the commodities in normal condition and there are no funds legally available to pay for the goods, the contractor may file a claim with the Arkansas Claims Commission. If the contractor has provided services and there are no longer funds legally available to pay for the services, the contractor may file a claim.



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19.QUANTITIES: The state may order more or less than the estimated quantity in the invitation for bid.

20.DISCLOSURE: Failure to make any disclosure required by the Governor's Executive Order 98-04, or any violation of any rule, regulation, or policy adopted pursuant to that order, shall be a material breach of the terms of this contract. Any contractor, whether an individual or entity, who fails to make the required disclosure or who violates any rule, regulation, or policy shall be subject to all legal remedies available to the agency.